

COMMISSIONERS JOURNAL NO. 85 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 12, 2026

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION
ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

10:00 A.M. Public Hearing For Consideration Of The Vienot #23 Watershed Drainage
Improvement Project

1
RESOLUTION NO. 26-749

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD OCTOBER 8, 2026:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on
October 8, 2026; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that
the entire record of the proceedings at that meeting is completely and accurately captured in the electronic
record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of
proceedings at the previous meeting.

Vote on Motion Mrs. Lewis aye Mr. Benton aye Mr. Merrell aye

2
PUBLIC COMMENT
Mr. Mitchell inquiring about accountability.

3
RESOLUTION NO. 26-750

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1009, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR1009, AND:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of
warrants in batch numbers CMAPR1009, memo transfers in batch numbers MTAPR1009, and Purchase
Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
P2603043		L Strong Group	22511607-5350	\$22,500.00
P2603042		Kids Count Too	22511607-5350	\$200.00
P2603212		NYAP	22511607-5350	\$7,500.00
P2603046		Village Network	22511607-5350	\$20,000.00
P2603209		Quality Care	22511607-5350	\$6,204.68
P2603215		Buckeye Ranch	22511607-5350	\$6,100.00
P2603044		Christian Childrens	22511607-5350	\$2,100.00
P2603049		DTAC	22511607-5350	\$49,000.00
P2601624		Certified Labs	66211900-5201	\$5,036.00
PR				
Number	Vendor Name	Line Desc	Line Account	Line Amount
R2604754	HD Supply Facilities Maint LTD	(2) Composite Sampler Kits	66211900-5450	\$10,371.20

Vote on Motion Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

4
SHERIFF BALZER, DELAWARE COUNTY SHERIFF'S OFFICE
KASSIE NEFF, CRIMINAL JUSTICE PROGRAMS MANAGER SHERIFF'S OFFICE
INFORMATION/PRESENTATION ON AWARD OF THE OPIOID GRANT FOR DCSO

-Sheriff's Office announcement that the Jail has achieved accreditation from the National

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Commission on Correctional Health Care, making us one of fewer than 24 correctional facilities nationwide to achieve this standard. This accreditation recognizes that we meet national standards of excellence for both physical and mental healthcare services.

5
RESOLUTION NO. 26-751

IN THE MATTER OF ESTABLISHING NEW ORGANIZATION KEY, AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

New Organization Keys						
38631363		OAG OPIOID REMED GR FY27-28				
Supplemental Appropriations						
38631363-5001		OAG OPIOID REMED GR FY27-28 Compensation				16,000.00
38631363-5004		OAG OPIOID REMED GR FY27-28 Overtime				1,000.00
38631363-5101		OAG OPIOID REMED GR FY27-28 Health Ins				7,750.00
38631363-5102		OAG OPIOID REMED GR FY27-28 Workers Comp				200.00
38631363-5120		OAG OPIOID REMED GR FY27-28 County Share/OPERS				2,400.00
38631363-5131		OAG OPIOID REMED GR FY27-28 County Share/Medicare				250.00
38631363-5201		OAG OPIOID REMED GR FY27-28 Gen Supplies & Equip <1,000				10,000.00
38631363-5243		OAG OPIOID REMED GR FY27-28 Drugs & Pharmaceuticals				90,000.00
38631363-5260		OAG OPIOID REMED GR FY27-28 Inv Tool, Equip, Furn 1000-4999				10,000.00
Vote on Motion	Mr. Benton	aye	Mr. Merrell	aye	Mrs. Lewis	aye

6
RESOLUTION NO. 26-752

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF APPROPRIATIONS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

Supplemental Appropriation						
20511334-5243	OneOhio Opioid Settlement Fund/Medical Supplies					\$7,000.00
20511334-5450	OneOhio Opioid Settlement Fund/Machinery & Equip (>\$5,000)					\$55,000.00
Transfer of Appropriation						
From:	To:					
20315101-5450	20315101-5320					\$325,000.00
Data Center/Machinery & Equip (>\$5,000)	Data Center/Software and Computer Services					
Vote on Motion	Mrs. Lewis	aye	Mr. Benton	aye	Mr. Merrell	aye

7
RESOLUTION NO. 26-753

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO FOR THE SPECIALIZED DOCKET SUBSIDY PROJECT FY2027:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Judges and Staff of the Delaware County Court of Common Pleas, General Division; the Delaware County Court of Common Pleas, Juvenile Division; and the Delaware-Morrow Mental Health & Recovery Services Board recommend the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the

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Specialized Docket Subsidy Project FY2027;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2027, as follows:

**MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW
MENTAL HEALTH & RECOVERY SERVICES BOARD AND
THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO SPECIALIZED
DOCKET SUBSIDY PROJECT
FY2027**

Background:

The Ohio Department of Behavior Health (“DBH”) has created the Specialized Dockets Subsidy Project (the “Project”) to assist drug courts and other specialized dockets with funding to effectively manage addicted offenders in the community and to assist courts with their payroll costs for specialized court docket staff. Specialized dockets that target addicted parents charged with abuse/neglect/ dependency of their minor children are also eligible for funding from DBH.

The intent of the Project is to reduce commitments to the state prison system and to reduce the number of children who are permanently removed from their homes and instead to increase the number of children who can remain in their homes with protective supervision. The Court of Common Pleas, Delaware County, Ohio, General Division, (Drug Court and Mental Health Court) and the Court of Common Pleas, Juvenile Division, (Family Drug Court), (collectively, “the Court”) are eligible for funding under the Project. The Delaware-Morrow Mental Health & Recovery Services Board (“Board”) will receive funding for the Project from the DBH via State General Revenue Fund #336425 and will be responsible for distributing funding to the participating Court on the basis of criteria adopted by DBH.

The parties to this Memorandum of Understanding (“MOU”) wish to set forth their mutual understandings and respective obligations with respect to the Project.

Therefore, Board and the Court of Common Pleas agree as follows:

1. Precondition to Receipt of Funding - Certification as Specialized Court Dockets.

As a condition to receiving grant funding from Board, the Court (General Division and Juvenile Division) agree that each respective court docket will maintain certification as a specialized docket from the Supreme Court of Ohio during the term of this MOU.

2. Common Pleas Court Obligations.

a. The Court will comply with all requirements established by the DBH for the receipt of Project funding.

b. The Court will request funding from Board for “allowable expenses” as defined by DBH, on “Specialized Dockets Subsidy Project- Allowable Expenses”, form attached hereto as Exhibit “A”. For expenses other than payroll costs, funds can only be used for individuals who are under the jurisdiction of the court and have been admitted to the specialized docket, with the exception that funds may be used for diagnostic testing to determine program eligibility. If funds are to be used to pay for clinical services, including medication-assisted treatment (MAT), such services must be provided by agencies certified by DBH or have deemed status. Court may inquire of Board if any agency meets these criteria.

c. The Court is required to complete and submit fiscal and outcome reports to DBH by required deadline as established by DBH using the Specialized Dockets Subsidy Project Report form as provided by DBH. Copies of each report shall be submitted by Court to Board following submission to DBH.

d. The Court will submit an invoice to Board for the total reimbursement amount allowed by DBH for each specialized docket. DBH has made available \$105,000 to the Court; being \$35,000 for support of each of three specialized dockets.

e. Based upon the invoice submitted by the Court to the Board pursuant to Sec. 2(e) of this MOU, direct payment of the amount received by the Court from the Board pursuant to such invoice, divided into equal shares for each of the Court’s specialized dockets named in this MOU, shall be made by memo transfer to each of such specialized dockets.

f. Questions regarding allowable expenses, reporting process and grant amounts should be directed to DBH.

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3. Board Obligations.

- a. Board will draw-down funds once available for Project from DBH and will notify Court that funds are being processed.
- b. Board will make payment to the respective Court Division for the applicable docket expenses after funds are received from DBH.
- c. Board will not be responsible for any payments under this MOU other than amounts made available to Board by DBH for payment to the Court under the Project.

4. Memorandum Term.

This MOU shall be effective beginning on July 1, 2026 and shall continue until June 30, 2027.

5. Confidentiality/Privacy of Medical Information.

The Parties shall adhere to and abide by all applicable privacy and confidentiality laws and regulations, including, but not limited to, all Federal laws and regulations governing the confidentiality of patient, health information, or medical records, including, but not limited to, HIPAA, 42 CFR Part 2, 45 CFR Parts 160 and 164, and any other applicable, Federal, State, or local laws or regulations which relate to the privacy and confidentiality of patient, health information, or medical records.

6. Information and Audits.

Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and make such documentation available to the other party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

7. Relationship of the Parties.

The parties are fully autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

8. Compliance with Legal Requirements.

The parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.

9. Entire Agreement.

It is acknowledged by the parties that this MOU represents the entire agreement between the parties and supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

10. Amendment.

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties.

The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

Vote on Motion Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

8
RESOLUTION NO. 26-754

IN THE MATTER OF APPROVING THE PARTICIPATING ADDENDUM FOR ELECTRONIC MONITORING BETWEEN DELAWARE COUNTY ADULT COURT SERVICES AND ALLIED UNIVERSAL ELECTRONIC MONITORING US, INC.:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Court of Common Pleas and Adult Court Services staff recommend approval of the participating addendum for electronic monitoring between Delaware County Adult Court Services and Allied Universal Electronic Monitoring US, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the

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participating addendum for electronic monitoring between Delaware County Adult Court Services and Allied Universal Electronic Monitoring US, Inc., as follows:

**Participating Addendum for
ELECTRONIC MONITORING
between
Delaware County Adult Court Services and
Allied Universal Electronic Monitoring US, Inc.**

This Participating Addendum is entered into by Delaware County Adult Court Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 99SWC-NV26-29621, executed by Contractor and the State of Nevada ("Lead State") for Electronic Monitoring ("Master Agreement"):

Allied Universal Electronic Monitoring US, Inc. "Contractor")
1838 Gunn Hwy.
Odessa, FL 33556

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Mitzi Shilling
Contract Manager
1838 Gunn Hwy.
Odessa, FL 33556
mitzi.shilling@em.aus.com
813.749.5454 or Mobile 727.401.0058

Participating Entity's contact for this Participating Addendum is:

Mark Taglione
Chief Probation Officer
117 N. Union Street, Suite 317
Delaware, OH 43015
mtaglione@co.delaware.oh.us
740.833.2576

II. TERM. The term of this participating addendum will commence on the later of October 1, 2026, or the first day of the month following the Effective Date (as defined herein) and will terminate or expire on May 31, 2028, unless the NASPO ValuePoint Master Agreement is extended. If the Master Agreement is renewed or extended, this participating addendum will automatically renew or extend for a term consistent with the term of the Master Agreement.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities for Categories 1, 2, 3, 4.
- b. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities for Categories 1, 2, 3, 4.
- c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.
- d. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. RESERVED.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. RESERVED.

X. ATTACHMENTS and PRICING. This Participating Addendum incorporates the following:

- a. Master Agreement Number 99SWC-NV26-29621
- b. Pricing: Upon execution of this Participating Addendum, Contractor shall continue providing services to the Participating Entity at the pricing and rates in effect under the existing Participating Addendum, except that the Lost, Damaged, or Stolen Replacement Cost shall be reduced from \$800.00 per device to \$775.00 per device, as set forth below:
 - AT1 One-Piece Tracking Device: \$2.90 per unit, per day.
 - After-Hours Enhanced Monitoring: \$0.40 per day, per participant.
 - Lost, Damaged, or Stolen Replacement Cost: \$775.00 per device.

The pricing listed above shall remain in effect for the term of this Agreement unless otherwise modified by written amendment executed by both parties.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor: Allied Universal Electronic Monitoring US, Inc .
Mitzi Shilling
Contract Manager
1838 Gunn Hwy.
Odessa, FL 33556
mitzi.shilling@em.aus.com
813.749.5454 or Mobile 727.401.0058

For Participating Entity: Delaware County Adult Court Services
Mark Taglione
Chief Probation Officer
117 N. Union Street, Suite 317
Delaware, OH 43015
mtaglione@co.delaware.oh.us
740.833.2576

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

The Parties agree to supplement the Participating Addendum by the addition of the following:

- A. The "Additional Signature Page" in its entirety is by this reference hereby incorporated into and made a part of the Participating Addendum.

Term

This Contract shall become effective on October 1, 2026 and shall expire on May 31, 2028 in accordance with the terms and conditions set forth in the Master Agreement. Any and all previous agreements between the Parties shall have no further force or effect.

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The Parties may renew this Contract in accordance with the Master Agreement.

Contract Maximum:

The Contractor agrees to accept as full payment for Services rendered the maximum amount of \$136,378.08 for the total contractual term. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum amount of \$136,378.08 without written modification of this Contract by both Parties. The terms and costs associated with this Contract are otherwise dictated by the Master Agreement Number 22PSX0021

Independent Contractor Acknowledgment Form

The Delaware County Adult Court Services and Delaware County Board of County Commissioners, Delaware County, Ohio (for purposes of the rest of this section, collectively, "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Contractor has more than five (5) employees, the Contractor shall certify such fact by its signature below and shall have no further need to complete the attached Form.



Contractor

Findings For Recovery

The Contractor certifies by its signature below that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.



Contractor

Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Worker's Compensation Insurance

Contractor shall carry and maintain throughout the life of the Contracts Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Contractor shall be responsible for any and all premiums for such policy(ies).

Campaign Finance Certification

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars (\$10,000.00) in a calendar year or services with a cost aggregating more than ten thousand dollars (\$10,000.00) in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Contract includes, a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit will result in the Contract becoming invalid. Such certification is attached to this Contract as Exhibit B and by this reference made a part of this Contract.

Authority

This Contract is authorized in accordance with, but not limited to, Revised Code § 9.48.

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Vote on Motion Mrs. Lewis aye Mr. Merrell aye Mr. Benton aye

9
RESOLUTION NO. 26-755

IN THE MATTER OF APPROVING A TRANSMISSION RELOCATION AGREEMENT WITH OHIO POWER COMPANY (AEP):

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Engineer recommends approving the Transmission Relocation Agreement with Ohio Power Company (AEP), related to the Lincoln-Berry 69kv electric transmission line across Hills- Miller Road and Troy Road intersection;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Transmission Relocation Agreement with Ohio Power Company (AEP):

Ohio Power Company Transmission
Relocation Agreement

THIS RELOCATION AGREEMENT (“Agreement”) is made and entered into as of this October 12, 2026, by and between Ohio Power Company, an Ohio Corporation (“AEP”), and the Delaware County Board of Commissioners for and on behalf of the Delaware County Engineer (collectively, “Delaware County”). AEP and Delaware County may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, AEP owns transmission easements and rights of way for an electric transmission line, known as the Lincoln – Berry 69kv electric transmission line that runs across Hills-Miller Rd and Troy Rd intersection, situated in the State of Ohio County of Delaware; and Troy Township.

WHEREAS, Delaware County has requested that AEP relocate a portion of Lincoln – Berry 69kv Line between existing structures 43 to 44 (*the “Relocation”*), as more particularly depicted on the Exhibit “A” attached hereto and incorporated by this reference; and

WHEREAS, AEP has agreed to the Relocation, at Delaware County expense, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

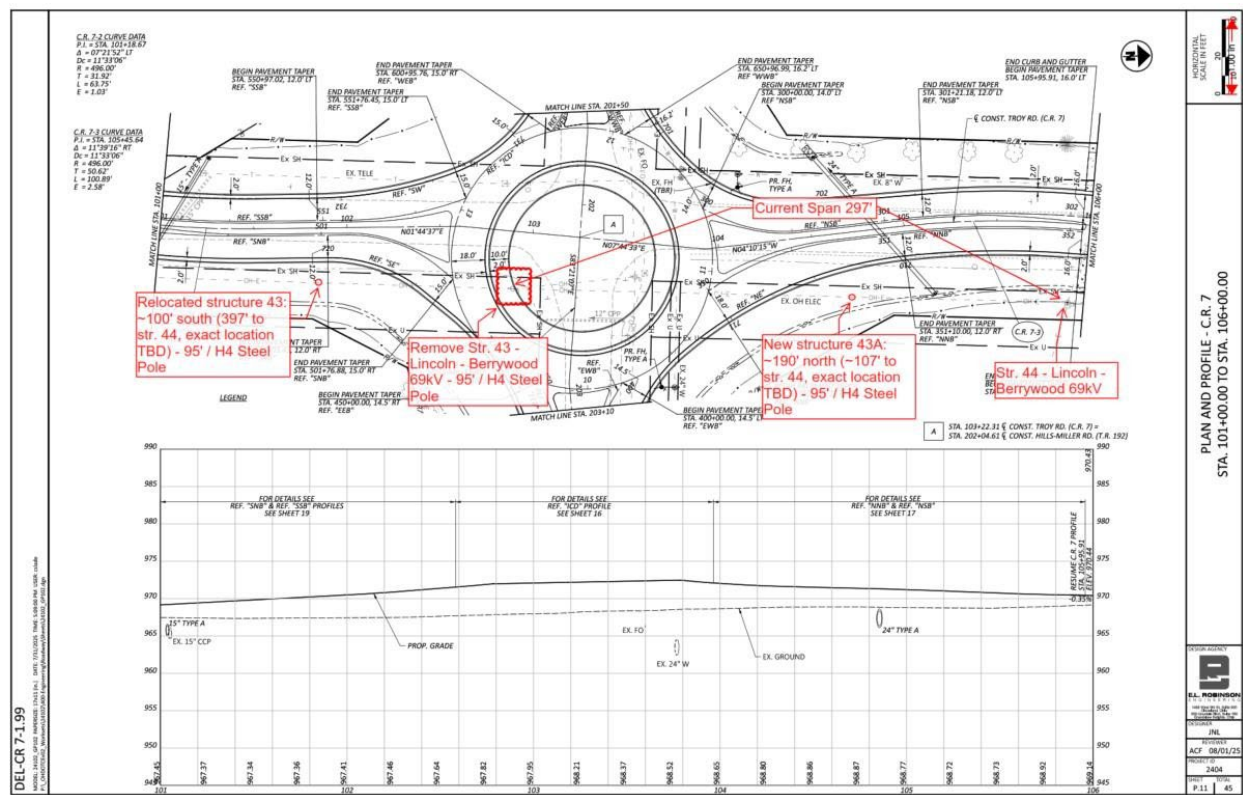
1. Delaware County shall pay the actual cost of the Relocation, including but not limited to, all costs, overheads and expenses reasonably incurred by AEP in connection with the Relocation.
2. Delaware County shall make payment to AEP in three (3) installments based on preliminary estimated Relocation costs totaling **\$452,018.00**. Delaware County shall pay the first installment of **\$25,000.00** within thirty (30) days of the date of this Agreement, for engineering and right-of-way costs. Delaware County shall pay a second installment of **\$125,000.00** on or before sixty (60) days of the date of this Agreement, for materials purchases. Delaware County shall pay a third and final installment of **\$302,018.00** on or before the earlier of ninety (90) days of the date of this Agreement or the start of construction work, for construction labor and overheads. AEP shall have no obligation to proceed with work applicable to an installment until the prepayment for that installment is received. Delaware County may elect to cancel further work at any time and incur no additional expense other than for work already completed. In such event, the unused portion of any prepayment shall be refunded within sixty (60) days of such cancellation, and thereafter AEP shall have no further obligation under this Agreement.
3. Upon completion of the Relocation, if the actual cost of the Relocation is less than \$452,018.00, AEP will refund the difference. If the actual cost of the Relocation is more than \$452,018.00, AEP will invoice Delaware County for the additional amount owed to AEP, and Delaware County shall pay such amount to AEP within sixty (60) days of receipt of such invoice.
4. Delaware County shall execute and deliver to AEP new or supplemental easements and rights of way as shall reasonably be required by AEP for any new line or portion of line required to complete the Relocation, in the form attached hereto as Exhibit A. Any such easements and rights of way shall be fifty feet (50) in width, twenty five feet (25’) on each side of the centerline of such new line or portion of line. In addition, Delaware County shall execute and deliver to AEP delineations of the existing easements covering the lines or portions of lines affected by the Relocation as shall reasonably be required by AEP to fix the location and width of such easements to fifty feet (50’) in width, twenty five feet (25’) on each side of the centerline of such exiting line(s) or portion of lines(s). AEP shall have no obligation to proceed with any construction work until Delaware County executes and delivers to AEP such new easements and delineations of existing easements in form reasonably satisfactory to AEP, including exhibits showing a plat of the easement running over, across, and through the Delaware County property, prepared by an AEP approved Registered Public Surveyor (RPLS).

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5. At its own expense, Delaware County will relocate, or cause to be relocated, all existing miscellaneous overhead and/or underground utility or other facilities that may interfere with the Relocation. All final pole, structure, or guy locations shall comply with all applicable clearance and other requirements set forth by AEP, the National Electrical Safety Code, local governmental agencies, and other affected utility providers.
6. As may be required by AEP, Delaware County will restore or reclaim the surface of the land within the boundaries of the new or delineated easements or elsewhere on the Delaware County property or on lands owned by third parties, that may have been damaged by the construction work associated with the Relocation.
7. AEP will obtain any and all permits, approvals, clearances or applications involving the Relocation deemed necessary by any agencies or governmental bodies, including without limiting the generality of the foregoing, all permits and approvals required by the [Public Utility Commission (PUC) and the Regional Transmission Organization (RTO) for clearance to interrupt service] on the affected transmission lines. Delaware County shall provide all reasonable assistance requested by AEP to secure such permits, approvals, clearances and applications. AEP shall have no obligation to proceed with any work until all permits, approvals, clearances and applications are obtained, and if such permits, approvals, clearances and applications cannot reasonably be obtained, or are subsequently withdrawn, then AEP shall be under no obligation to perform the Relocation, and this Agreement shall be null and void.
8. This Agreement shall be interpreted in accordance with the laws of the State of Ohio, without recourse to its conflicts of law provisions.
9. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
10. Delaware County releases AEP and its officers, employees, agents, successors, and assigns from any claims by Delaware County for damages arising from or related to the Relocation and the performance of the Relocation work, except to the extent caused by AEP's gross negligence or willful misconduct. AEP shall not be liable, whether arising out of contract, tort (including negligence), strict liability, or from any other cause or form of action whatsoever, for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of Delaware County customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against Delaware County use, or inability to use, the information, apparatus, method or process resulting from these services or for any special, incidental or consequential loss or damage of any nature, whether similar to those enumerated above, arising at any time or from any cause whatsoever. Subject to section 307.901 of the Ohio Revised Code, the total liability of AEP, whether arising out of contract, tort (including negligence), strict liability, or any other cause or form of action, shall not exceed the amount paid to AEP for the services upon which such liability is based.
11. AEP MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WHICH MIGHT ARISE UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR SPECIFIED OR INTENDED PURPOSE.
12. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof, and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.
13. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

EXHIBIT A - NOT FOR CONSTRUCTION

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Vote on Motion Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

10
RESOLUTION NO. 26-756

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0271	CHILLICOTHE TELEPHONE	8345 GREEN MEADOWS	BORE
UT2026-0272	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0273	AEP	MULTIPLE ROADS	REBUILD POWER
UT2026-0274	COLUMBIA GAS OF OHIO	VARIES	BORE
UT2026-0275	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0276	AEP	3680 ROME CORNERS RD	REPLACING POLES
UT2026-0277	COLUMBIA GAS	VALLEY DALE RD	GAS MAIN EXT
UT2026-0278	CINCINNATI BELL	WORTHINGTON RD	FIBER OPTIC CABLE

Vote on Motion Mr. Benton aye Mr. Merrell aye Mrs. Lewis aye

11
RESOLUTION NO. 26-757

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 WITH BONDED CHEMICALS, INC.:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, Bonded Chemicals, Inc. is currently under contract to supply ferric chloride for the Sewer District; and

WHEREAS, the contract allows for an extension of up to two (2) additional one (1) year terms; and

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WHEREAS, on November 13, 2025, the Delaware County Board of Commissioners adopted Resolution No. 25- 953, approving Change Order No. 1 with Bonded Chemicals, Inc., to extend the existing contract until December 31, 2026; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 2 to extend the existing contract with Bonded Chemicals, Inc. to supply ferric chloride until December 31, 2027;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 to extend the contract with Bonded Chemicals, Inc. and authorize the Sanitary Engineer to execute the Change Order approved herein.

Vote on Motion Mrs. Lewis aye Mr. Benton aye Mr. Merrell aye

12
RESOLUTION NO. 26-758

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE 2025 SEWER REHABILITATION PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following:

WHEREAS, Sewer District staff has prepared the contract documents and technical specifications for the 2025 Sewer Rehabilitation Project; and

WHEREAS, the Delaware County Regional Sewer District desires to solicit bids for the 2025 Sewer Rehabilitation Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the bid documents and specifications for the project known as 2025 Sewer Rehabilitation Project and authorizes the Sanitary Engineer to advertise for and receive bids for the project in accordance with the following Public Notice:

PUBLIC NOTICE
ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT
2025 SEWER REHABILITATION PROJECT

Sealed Bids for the 2025 SEWER REHABILITATION PROJECT shall be submitted electronically through the www.bidexpress.com web service until **2:00 PM** local time on **Tuesday, November 17, 2026**, at which time they will be publicly opened and tabulated by the Delaware County regional Sewer District.

The Bidder shall furnish all labor and material to construct the 2025 SEWER REHABILITATION PROJECT, which is summarized as follows and shown in the contract documents:

- Strathshire Hall Lane: clean, televise, and installed cured-in-place lining in 134 linear feet of 8-inch sanitary sewer.
- Abbottshire Village Place: clean, televise, and installed cured-in-place lining in 275 linear feet of 8-inch sanitary sewer.
- Hidden Ravines Drive: clean, televise, and installed cured-in-place lining in 288 linear feet of 15-inch sanitary sewer.
- Orange Road: clean, televise, and installed cured-in-place lining in 954 linear feet of 8-inch sanitary sewer; open cut installation of 97 linear feet of 8-inch sanitary sewer, 84 linear feet of sanitary sewer pipe abandonment, and site restoration.
- South Old 3C Road: clean, televise, and installed cured-in-place lining in 369 linear feet of 8-inch sanitary sewer. Alternate 1 is to provide UV cured-in-place lining on 369 linear feet of 8-inch sanitary sewer.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier's check or certified check must be at least TEN percent (10%) of the Bidder's maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder's maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

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The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer’s Estimate is **\$429,080**.

A pre-Bid conference will be held on **Monday, October 26, 2026** at **2:00 P.M.** by Teams video conference call. Contact Kellie Pike at kpike@co.delaware.oh.us to request a video conference call invitation. The Meeting ID is 266 488 331 212 785 with a passcode of GR6wG3UZ. Attendance at this conference is not required to bid.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

This notice is posted on the Delaware County website “Public Notices and Bids” page at <https://co.delaware.oh.us/media-room/bids/> and the County’s social media account, pursuant to Ohio Revised Code Section 307.87(A)(3).

Vote on Motion Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

13
RESOLUTION NO. 26-759

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE
TARTAN FIELDS MANHOLE REPLACEMENT PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following:

WHEREAS, Sewer District staff has prepared the contract documents and technical specifications for the Tartan Fields Manhole Replacement Project; and

WHEREAS, the Delaware County Regional Sewer District desires to solicit bids for the Tartan Fields Manhole Replacement Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the bid documents and specifications for the project known as Tartan Fields Manhole Replacement Project and authorizes the Sanitary Engineer to advertise for and receive bids for the project in accordance with the following Public Notice:

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
TARTAN FIELDS MANHOLE REPLACEMENT PROJECT**

Sealed Bids for the TARTAN FIELDS MANHOLE REPLACEMENT PROJECT shall be submitted electronically through the www.bidexpress.com web service until **2:00 PM** local time on **Friday, November 13, 2026**, at which time they will be publicly opened and tabulated by the Delaware County regional Sewer District.

The Bidder shall furnish all labor and material to construct the TARTAN FIELDS MANHOLE REPLACEMENT PROJECT, which is summarized as follows and shown in the contract documents:

- Mobilization and set up of a flow maintenance plan to bypass directly from the tributary pump stations (Concord & Tillinghast Pump Stations) and haul to the Tartan Fields wastewater re-use facility.
- Remove the existing brick manhole and replace with a polymer concrete manhole and new manhole frame and cover casting.
- Restoration of the site.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

Vote on Motion Mrs. Lewis aye Mr. Benton aye Mr. Merrell aye

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15
RESOLUTION NO. 26-761

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND PRESERVATION FOR 2027 FUNDING:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Board hereby declares that Resolution No. 17-1131 (approving a memorandum of understanding between Delaware County, Ohio and the Ohio Department of Agriculture for The Local Agricultural Easement Purchase Program), shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit the application.

Vote on Motion Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

16
ADMINISTRATOR REPORTS

- CA Davies – No reports
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston – No reports

17
COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Lewis
 - Attended the reception for Mark Taglione, Adult Court Services Chief Probation Officer
 - 30 years of service
- Commissioner Merrell
 - Attended CCO Board Meeting
 - Another virtual meeting in two weeks
 - Attended Back the Blue Rally Saturday
 - Attending a 911 meeting tomorrow
 - Will attend a Homeport meeting on Wednesday
- Commissioner Benton
 - Congratulate Jeff Sell on being named Director of JFS
 - TID Meeting on Wednesday
 - Guardians won last night
 - Oklahoma beat Texas in College Football Saturday
 - OSU football

18
DELAWARE SOIL AND WATER CONSERVATION DISTRICT

10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:03 A.M.

The Board of Commissioners closed the hearing at 10:26 A.M.

RESOLUTION NO. 26-762

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, on September 19, 2022 a Drainage Improvement Petition for the Vienot #23 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Vote on Motion Mr. Benton aye Mrs. Lewis aye Mr. Merrell aye

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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners